

1211



FAMILY DOLLAR.

September 10, 1991

1963

Mr. Ernest Joseph
Southbrook Village Shopping Center, Ltd.
1560 Montgomery Highway
Suite 212
Birmingham, Alabama 35216

Re: Lease Agreement between SOUTHBROOK VILLAGE SHOPPING CENTER, LTD., Landlords, and FAMILY DOLLAR STORES OF CLANTON, ALA., INC., Tenant, for premises situated in Landlords' shopping center known as Southbrook Village Shopping center located on Alabama Highway 119 at its intersection with Sixth Avenue Southwest, Alabaster, Alabama

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Dear Mr. Joseph:

Enclosed is one (1) original Addendum To Lease modified as we discussed and signed by Family Dollar Stores of Clanton, Ala., Inc. This letter will confirm that the lease is in full force and effect and we will be taking possession of the premises immediately.

Very truly yours,

Thomas E. Schoenheit
Senior Real Estate Attorney

TBS/pcf
Enclosure

cc: Tom Hall

Clanton

Addendum to lease

In reference to paragraph 16. Signs of lease agreement, dated, 27th day of August, 1991, by and between Southbrook Village Shopping Center, Ltd. and Family Dollar of Clanton, Alabama, Inc. Tenant is granted the options of:

1. Place tenants standard 8'X12' road sign near the junction of U.S. Highway 31 and Alabama Highway 119, on the East side of U.S. 31, and North of Shelby County Highway 11, as shown on Exhibit "A" attached, subject to permit by the Alabama Highway Department; and
2. Participate in a combination sign of the monument style to include other tenants in the shopping center at the approximate location in the shopping center shown on exhibit "B" attached, design to be approved by Family Dollar Stores, Inc, Southbrook Village Shopping Center, Ltd. and Bruno's Inc. *

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This agreement supersedes contingency included in Family Dollar letter, dated, August 27, 1991, and the right to install a standard road sign on the shopping center property.

Dated - Sept. 6, 1991

Southbrook Village Shopping Center, Ltd.

Witness [Signature]

By [Signature]
Ernest Joseph General Partner

Family Dollar Stores of Clanton, Ala. Inc.

Witness [Signature] [Signature] JRP

*Landlords shall not be obligated to erect said monument sign but option 2 shall apply if Landlords do erect said sign.

STATE OF ALABAMA

LEASE AGREEMENT

COUNTY OF SHELBY

THIS INDENTURE OF LEASE, made and entered into this 27th day of August, 1991, by and between SOUTHBROOK VILLAGE SHOPPING CENTER, LTD., an Alabama limited partnership, (hereinafter called "Landlords"), and FAMILY DOLLAR STORES OF CLANTON, ALA., INC., an Alabama corporation (hereinafter called "Tenant");

W I T N E S S E I H :

That, in consideration of the covenants hereinafter contained, the Landlords hereby demise and let, and the Tenant hereby rents and hires from the Landlords, the following described premises situated in the Landlords' shopping center known as Southbrook Village Shopping Center located on Alabama Highway 119 at its intersection with Sixth Avenue Southwest in the City of Alabaster, Shelby County, Alabama and being that property comprising 8,000 (64' x 125') square feet immediately adjacent to Big B Drugs and on the same front building line with Big B Drugs and Food Max and other tenants in the Shopping center as shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof. The Shopping Center is outlined in blue on Exhibit B - Site Plan.

Together with a building containing 8,000 (64' x 125') square feet, to be provided by the Landlords on the above-described premises (said premises and the building thereon are hereinafter called "demised premises"), with the right to use, in common with Bruno's d/b/a Food Max and other tenants in the shopping center, the paved, marked, lighted parking, service and access areas provided in accordance with "Exhibit B - Site Plan", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of

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December, 1996; provided, however, that in consideration of the mutual covenants hereinafter contained, Tenant shall have and is hereby granted the right at its option, to terminate and cancel this lease effective on January 1, 1995 provided that Tenant gives Landlords written notice of its intention to so terminate and cancel this lease not later than June 30, 1994, and at all times after the effective date of termination Tenant shall be relieved of and automatically released from all liabilities and obligations hereunder.

1. RENTAL. The Tenant hereby covenants and agrees to pay to the Landlords rent at the rate of TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars per month (\$30,000.00/annum) payable in advance on or before the tenth day of each month during the term of this lease beginning on the commencement date, to be fixed as hereinafter provided.

In addition to the fixed minimum rent mentioned in the preceding paragraph, the Tenant shall pay to the Landlords a percentage rent equal to three percent (3%) of the gross sales in excess of \$1,000,000.00 made by Tenant on the demised premises during each lease year period. The Tenant shall account for and pay percentage rent due, if any, annually within sixty (60) days after the end of each lease year. For purposes of this paragraph, the term "lease year" shall mean the calendar year and shall always end on December 31.

Gross sales shall mean all sales made less sales tax, excise tax, refunds and void sales and less sales of motor oil.

2. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION. The Landlords covenant and warrant that they have full right and lawful authority to enter into this lease for the full term aforesaid, and for all extensions herein provided; that the Landlords are lawfully seized of the entire shopping center, including the demised premises, and have good title thereto; that the shopping center, including the demised premises, is free and clear of all encumbrances except an existing first mortgage; and that there are no laws, ordinances, government requirements or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises for the purposes set forth in this lease. Landlords further covenant and warrant that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy during the term of this lease and all extensions thereof the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.



3. USE OF PREMISES. Landlords warrant that the demised premises may be used, but not limited to such use, by the Tenant, among others, for the conduct of a mercantile business of the type and kind known as a "variety store", "discount store", "dollar store" or "variety discount store".

4. IMPROVEMENTS BY LANDLORDS. Landlords will install fourteen (14) recessed lights (2' x 4') down the center aisle to match the existing lighting in the demised premises. Landlords shall not be required to make other improvements to the demised premises, but Landlords will deliver the building constituting a part of the demised premises to Tenant in "broom clean" condition free of fixtures, sign(s) and all other personal property of previous tenant(s), with no broken or cracked glass in windows or doors, with the interior of the demised premises in no worse condition than on the date of this lease and with the heating, air conditioning, plumbing and electrical systems (including lighting) in good working order. The heating and air conditioning systems will be warranted by Landlords for one (1) year following the rent commencement date. The provisions of this Paragraph 4 shall not relieve the Landlords of any of Landlords' obligations under Paragraph 12 herein.

Landlords covenant and agree that the demised premises will be in the condition set forth above not later than thirty (30) days following the full execution of this lease by both parties, and if the demised premises is not in such condition by said date, Tenant, at its option, may cancel and terminate this lease or may extend the Landlords additional time to place the demised premises in such condition, and/or exercise any other rights or pursue any remedies Tenant may have in law or equity.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlords shall deliver the demised premises to the Tenant in the condition set forth in Paragraph 4 above along with a Certificate of Occupancy for the same. Landlords agree to notify Tenant, in writing, of the date of the delivery of the demised premises to Tenant ten (10) days prior to such date.

Rent shall begin to accrue hereunder upon the expiration of forty-five (45) days following the date of delivery and acceptance of the demised premises in the condition set forth in Paragraph 4. above.

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6. OPTIONS TO EXTEND. Landlords agree that the Tenant shall have, and it is hereby granted, Three (3) successive options to extend the term of this lease for a period of Five (5) years on each option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended. All of the terms, covenants and provisions of this lease shall apply to each such extended term. Tenant shall exercise each option by giving to the Landlords notice, in writing, of its intention to do so not later than one hundred and twenty (120) days prior to the expiration of the term of this lease or of this lease as extended.

7. ALTERATIONS BY TENANT. The Tenant shall have the right and privilege at all times during the term of this lease and any extensions thereof to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as the Tenant may desire.

8. FIXTURES. The Tenant may, on termination of this lease or at any time during the continuance thereof, remove from the demised premises all shelving, fixtures and other equipment which Tenant may have installed at its own expense in the demised premises, or otherwise acquired, during the term of this lease and all extensions thereof. If the demised premises shall be defaced by the removal of such fixtures and equipment, Tenant shall repair the damages at its expense.

9. UTILITIES AND HEAT. Landlords shall ensure all necessary utilities are provided to the demised premises (including meters) and Tenant shall pay all charges for gas, water, fuel and electricity used by it on the demised premises during the term of this lease and all extensions thereof.

10. DAMAGE CLAUSE. Should the demised premises be damaged or partially destroyed by fire or other casualty, the Landlords will, with all due diligence, at their expense, make the repairs or restorations so that thereafter the demised premises shall be substantially the same as prior to such damage or injury. In such event, the rents shall abate in proportion to the restrictive use by the Tenant prior to the repair or restoration.

Should the demised premises be so extensively damaged by fire or other casualty as to require rebuilding then the Landlords shall promptly, at their expense, restore or rebuild the demised premises so that thereafter the demised premises shall be substantially the same as prior to such destruction. The rent shall cease and abate on the date of such destruction

and any rent paid in advance by the Tenant shall be refunded to it in such event. Rent will begin to re-accrue upon the expiration of the earlier of forty-five (45) days following the date the demised premises has been restored or rebuilt and possession tendered to the Tenant or Tenant's re-opening for business in the demised premises. If such restoration or rebuilding requires more than 120 days, then and in such event the Tenant may, at its option, terminate and cancel this lease.

11. INSURANCE. (a) Landlords agree to keep the demised premises and all other buildings within the shopping center fully insured, at Landlords' expense, against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement.

(b) Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage and Landlords shall be named as an additional insured under the policy (except for structural alterations, new construction or demolition operations performed by or on behalf of Landlords).

(c) Landlords shall maintain insurance against public liability for personal injury or death or damage to property arising out of the acts or omissions of Landlords or arising out of the use of common areas (including without limitation, parking areas, sidewalks, ramps and service areas) in the shopping center. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage, and Tenant shall be named as an additional insured under the policy.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above shall be issued by financially responsible insurers duly authorized to do business in the state where the demised premises is located. Certificates of such coverages from the insurers providing 30 days written notice to Landlords or Tenant, as the case may be, prior to cancellation or reduction of any such insurance shall be furnished to Landlords or Tenant upon written request of either.

(e) Tenant shall reimburse Landlords for Tenant's proportionate share of any increase in the insurance premium for the insurance Landlords are required to carry by subparagraph (a) above the premium for the year 1992, said reimbursement being determined by multiplying the total increase in the

premium by the proportion which the demised premises bears to the total square footage of all buildings in the shopping center, including the demised premises. Tenant shall make said reimbursement after receipt of written request for reimbursement from Landlords accompanied by a copy of the premium, evidence of Landlords' payment of the premium and any other information Tenant may require. All premiums shall be at competitive rates. Tenant shall have no responsibility for payment of any increases occasioned by any addition or improvement to the shopping center, nor due to the use of any other premises in the shopping center in a manner which results in an increase in Landlords' premiums.

12. MAINTENANCE AND REPAIRS. The Landlords shall maintain, keep and repair, at their expense, the shopping center and all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, canopy, gutters, downspouts, and also all structural portions of said building whether the same be on the interior or the exterior. In addition, the Landlords agree they will be responsible for any major repairs and replacements to the plumbing, electrical, heating and air conditioning systems, and that they will keep the paved and marked parking, service and access areas maintained, including the removal of snow, trash and debris, and in a good state of repair and properly lighted. Landlords shall furnish an air conditioning system in the building of a minimum capacity of 20 tons, and shall furnish an adequate heating system, such systems shall be manufactured by a national firm such as Carrier or Trane, or equivalent. The air conditioning system shall be sufficient to maintain an even inside temperature of not less than twenty degrees below outside temperature and maintain a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum indoor temperature of 72 degrees.

The Tenant shall keep, maintain and repair at its expense all interior portions of said building, except structural portions, and keep the plumbing, electrical, heating and air conditioning systems in repair except for major repairs and replacements which shall be the responsibility of the Landlords. Major repairs and replacements shall be defined as any one repair or replacement costing in excess of \$500.00. Tenant shall arrange and pay for the removal of its trash.

13. COMMON AREA MAINTENANCE. Landlords shall maintain the common areas of the shopping center, as shown on Exhibit B - Site Plan attached hereto, in



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good order, condition and repair. During any extended terms of this lease, Tenant shall reimburse Landlords for Tenant's proportionate share of the direct costs for the following items paid by Landlords in connection with the maintenance and repair of said common areas: utility charges for lighting of the parking, service and access areas; sweeping and snow removal of the parking, service and access areas; maintenance and repairs of the parking area lights and light standards; patching cracks and potholes in the paved areas; maintenance of existing landscaped areas. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for any other charges or costs incurred by Landlords in connection with the maintenance and repair of said common areas.

Tenant's proportionate share of the costs for which Tenant is responsible shall be equal to the product obtained by multiplying the cost by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, with such figure to be reduced on a pro rata basis for partial lease years.

Notwithstanding the foregoing, in no event shall Tenant's share of common area maintenance costs in any lease year during the first extended term be greater than \$1,000.00 with such amount increasing to \$1,500.00 during the second extended term and \$2,000.00 during the third extended term. Such amounts will be prorated for partial lease years.

Landlords shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of the direct costs for the common area maintenance items described above, along with Tenant's proportionate share of said cost for the lease year or partial lease year. Such statement shall be accompanied by documentation to support Landlords' request for reimbursement, including copies of paid invoices for all costs incurred, and any other information Tenant may reasonably require. In addition, Tenant shall have the right, on reasonable notice to Landlords, to audit Landlords' records of common area maintenance expenses. Such audit shall be conducted at Landlords' main office during normal business hours.



14. LANDLORDS TO PAY TAXES, ETC. The Landlords shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise. The Tenant shall reimburse Landlords for any increase in real estate taxes on the demised premises over and above such taxes for either the year 1992 or the first full lease year in which the building constituting part of the demised premises is fully assessed as a completed building, whichever assessment is higher (hereinafter called the "base year"). Any increased real estate taxes which are the responsibility of the Tenant in the year in which this lease shall end shall be apportioned between the Landlords and Tenant on a pro rata basis.

Landlords agree to notify Tenant in writing within twenty (20) days after receipt by Landlords of notification of any planned increase in real estate taxes. Tenant shall have the right to contest, by appropriate proceedings, in Landlords' or Tenant's name, the validity or amount of any such increase. Landlords agree to cooperate with Tenant in contesting any such increase. If Landlords fail to give such written notice to Tenant within such twenty (20) day period, then Tenant shall not be responsible for the reimbursement to Landlords of such increase.

Tenant shall have no responsibility for reimbursement of any tax increases occasioned by any addition or improvement to the shopping center after the initial tax base is established. For the purposes of determining the amount of any increase in real estate taxes payable by Tenant, the Landlords will obtain a separate tax assessment for the demised premises. If a separate assessment is unobtainable, the increased real estate taxes on the demised premises (both before and after the increase) shall be determined by multiplying the total increased real estate taxes on the property by the proportion which the square footage of the building constituting part of the demised premises bears to the total square footage of all buildings in the shopping center, including the demised premises. Landlords shall provide Tenant with a copy of the tax billing with evidence of Landlords' payment for each year beginning with the first year for which taxes are assessed on the



completed building and any other necessary information Tenant may require. In no event shall Tenant be responsible to reimburse Landlords for any increased real estate taxes unless Tenant has received the tax billing with evidence of payment thereof and written request for reimbursement from Landlords within ninety (90) days after the earlier of the date the Landlords paid such taxes or the date such taxes were due and payable.

In the event that any such real estate taxes shall be lowered or reduced by the authorities imposing such real estate taxes below the amounts being levied, assessed or charged against the demised premises for the base year, the rent paid by Tenant in each year shall be reduced by an amount equal to the total of such reductions in real estate taxes.

15. UNPERFORMED COVENANTS OF LANDLORDS MAY BE PERFORMED BY TENANT. If the Landlords shall fail to perform any of the affirmative covenants to be performed by the Landlords pursuant to this lease, or if the Landlords should fail to make any payment which they herein agree to make, including payments secured by a mortgage or deed of trust on the shopping center of which the demised premises are a part or on the demised premises, then the Tenant may, at its option, after notice to the Landlords, perform such affirmative covenant, or make any such payments, as the Landlords' agent, and in the Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense entailed, or of the payment so made, shall immediately be owing by the Landlords to the Tenant. The Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate thereon, from the date of payment, without liability of forfeiture, out of rents then due or thereafter coming due hereunder. Tenant shall have a lien on the demised premises and on the shopping center of which the demised premises are a part, to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of the Tenant, and its existence shall not release the Landlords from any obligation to perform any of the covenants herein provided to be performed by the Landlords, or deprive the Tenant of any legal right which it may have by reason of any default by the Landlords.

16. SIGNS. Tenant shall have the exclusive right to place signs or other advertising devices, electrical or non-electrical, at any place on the demised premises, and the front mansard/parapet of the building thereof. When erecting such signs, the Tenant shall not injure the demised premises and



shall save the Landlords harmless from any damage resulting from the installation or removal of such signs. Tenant is specifically granted the right to erect its standard 8' x 12' road sign in the approximate location as designated on "Exhibit B - Site Plan". Tenant agrees that its building sign will be composed of 4' high lighted individual letters (red or white at Tenant's option). Landlords agree to pay Tenant the sum of \$1,400.00 upon completion of the installation of said building sign. Landlords represent that they are requiring all new tenants to erect individual letter signs and are attempting to require all existing tenants to replace their signs with individual letter signs. If during any extended terms of this lease Landlords no longer require individual letter signs from all new tenants and other tenants have box signs, Tenant may erect its standard box type building sign.

17. CONDEMNATION. If the demised premises, or any part thereof, or any part of the parking area which reduces the parking ratio to less than 3 parking spaces per 1,000 sq. ft. of building area or if any service areas necessary for the operation of Tenant's business shall be taken or if access to the shopping center from either Alabama Highway 119 or Sixth Avenue Southwest shall be permanently closed in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the Tenant shall have the option of terminating this lease, in which case any unearned rent shall be refunded to Tenant. In the event that only a portion of the demised premises or of the parking, service or access areas shall be taken by condemnation or other proceeding, and if the Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or parking, service or access areas are reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of the demised premises or of the parking, service or access areas is taken, whether or not the Tenant elects to terminate this lease, all parties shall be free to make claim for the amount of the actual provable damage done to each of them by such proceeding.

18. FORFEITURE FOR FAILURE TO PAY RENT. The Landlords hereby agree that the Tenant, upon paying the rents as hereinbefore stipulated, and performing all of the stipulations, agreements and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the original and any extended term thereof, free from the adverse claims of any person, firm or corporation.



If the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been received by Tenant, and also at the demised premises, then and in such case it shall and may be lawful for the Landlords, at their option, to declare the said term ended and enter into the demised premises or any part thereof, either with or without process of law, and expel the Tenant, or any person or persons occupying, in or upon the demised premises, using such force as may be necessary to do so, and so to repossess and enjoy the demised premises as in Landlords' former estate. Should the said term at any time be ended by the election of the Landlords, under the terms and conditions hereof, the Tenant hereby covenants and agrees to surrender and deliver up the demised premises peaceably to the Landlords immediately upon the termination of the said term.

19. SURRENDER OF POSSESSION. Upon the termination of this lease or any extensions thereof, Tenant shall surrender the demised premises in the same condition or repair as at the beginning of the term, ordinary wear, tear, or damages by fire or other casualty excepted.

20. EXCLUSIVE USE. Landlords agree that the Landlords and any entity controlled by the Landlords shall not lease (or permit the leasing or subletting of) or sell any space in the shopping center in which the demised premises are located, for and during the term of this lease or any extensions thereof, to (a) Dollar General, McCroy's, Woolworth, Bill's or Bill's Dollar, Super Ten, Fred's, Dollar Bargain, Super Dollar, Valu-Mart, or (b) any variety store, variety discount store, discount department store, junior discount department store, dollar store, discount clothing store including "one price" type stores, off-price clothing store, clothing outlet store, liquidation or close out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising except that the restriction set forth in this subpart (b) shall not apply to stores smaller than 2,000 square feet. This paragraph 20 shall not (i) apply to lease extensions or renewals or new leases with existing tenants, (ii) prohibit Landlords from leasing or selling space to a women's or children's clothing store selling brand name clothing of a higher quality than the clothing sold by Tenant or to a men's clothing store or (iii) prohibit Landlords from selling or leasing space to a hobby store, craft store, toy store, hardware store, home improvement store, drug store, auto parts store, office supply store, shoe store, card and gift store or sporting goods store.

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In the event there is a breach of this paragraph by Landlords, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and, upon such election, this lease shall be terminated and the Tenant shall be released and discharged of and from all further liability hereunder. So long as such breach exists and Tenant has not terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed minimum rent set forth in Paragraph 1 above, with no percentage rent, or (ii) percentage rent of three percent (3%) of its gross sales (as defined in Paragraph 1 above), with no fixed minimum rent, such percentage rent to be payable in arrears within thirty (30) days after the end of each calendar quarter. Such rights and remedies shall not be exclusive of Tenant's rights to damages or other rights or remedies. If Landlords ask for Tenant's approval of a prospective tenant before entering into a lease with him, provided Landlords furnish Tenant with a complete description of the proposed Tenant's use including merchandise and operation, Tenant will object or consent within thirty (30) days after receiving the required information. The preceding sentence shall not be construed to require Landlords to seek Tenant's consent before entering into new leases, but only to encourage Landlords to check with Tenant before entering into a lease which might be a violation of this paragraph 20.

21. WAIVER OF SUBROGATION. Landlords and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlords or Tenant, their successors, sublessees or assigns, against the other, or their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to the demised premises and any improvements or other property located therein or to the shopping center and any improvements or other property located therein caused by or resulting from fire, or other casualty of whatsoever origin, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement; provided, however, that nothing contained in this paragraph shall



affect or diminish Landlords' obligation to repair or rebuild in case of damage or destruction. All policies of insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement, carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against either Landlords or Tenant.

22. SUBORDINATION TO MORTGAGES. At the option of the Landlords, this lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") which Landlords may place on the demised premises and Tenant shall cooperate by executing any reasonable instrument which may be required to effectuate such subordination, provided that before Landlords can cause this lease to be subordinated to the lien of any Mortgage under any circumstances whatsoever, Landlords must deliver to Tenant a recordable agreement signed by the mortgagee, providing in substance that as long as Tenant shall discharge its obligations under this lease, the tenancy shall not be disturbed and shall not be affected by any default under the Mortgage, and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including the renewal options contained therein.

23. HOLDING OVER. In the event the Tenant remains in possession after expiration of this lease and any extensions thereof without the execution of a new lease, the Tenant shall not acquire any right, title, or interest in or to the demised premises, and in such event, the Tenant shall occupy the demised premises as a Tenant from month-to-month, but both Landlords and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this lease insofar as the same shall be applicable. Tenant agrees that during any holdover period the limit on Tenant's share of common area maintenance will be \$2,000.00.

24. INDUCEMENT CLAUSE. Tenant has entered into this lease based on the representation of Landlords that Food Max is operating a typical store in the shopping center in which the demised premises are a part. If at any time during the term of this lease or any extensions thereof Food Max, its successors or assigns, vacates the shopping center of which the demised premises form a part, or ceases to conduct its typical supermarket operation in said shopping center, then and in such event and at all times thereafter, the Tenant shall have the right, at its option, to terminate and cancel this



lease by giving Landlords two (2) months' written notice prior to the effective date of such termination and cancellation, and upon such termination and cancellation Tenant shall be relieved of and automatically released from all liabilities and obligations hereunder.

25. FRONT PARKING AREA AND BUILDINGS. Except for the outparcel labeled Outparcel A on Exhibit B - Site Plan, Landlords agree not to build any buildings in said shopping center in front of the demised premises and not to build any buildings in front of the present shopping center front building line, and that all area in front of said front building line shall be devoted to marked, lighted, paved parking area. It is further agreed and understood that Landlords shall always provide that paved, marked and lighted parking area as shown on Exhibit B - Site Plan. Only one building not to exceed one story in height may be constructed on the Outparcel and the Outparcel shall contain sufficient parking to serve the needs of any building constructed on it.

26. NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlords:

Southbrook Village Shopping Center, Ltd.
1560 Montgomery Highway
Suite 212
Birmingham, Alabama 35216

As to Tenant :

Corporate Secretary
FAMILY DOLLAR STORES OF CLANTON, ALA., INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this paragraph. All payments of rents shall be mailed to the Landlords at the address designated above.

27. RECORDING. Landlords agree at Landlords' expense to cause an acceptable Memorandum of this lease to be recorded in the appropriate office for the recordation of real estate conveyances for the County or other jurisdiction in which the demised premises are located and Landlords shall return the recorded Memorandum to Tenant within thirty (30) days after execution of this lease. Should Landlords fail to return the duly recorded Memorandum to Tenant within said thirty (30) day period, then and in such event, Landlords agree that Tenant may proceed to record on behalf of Landlords and Landlords shall promptly reimburse Tenant for all expenses in connection with recordation.

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28. COMPLIANCE WITH LAWS. Landlords shall, at Landlords' sole cost and expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the shopping center or the demised premises, including any requirements necessitating capital repairs or improvements. Tenant shall, at Tenant's sole cost and expense, comply with all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the operation of Tenant's business.

29. PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease.

30. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlords agree that all terms of this lease as well as any sales information provided to Landlords shall remain confidential. No information on either of the above matters is to be divulged by Landlords without the written consent of Tenant.

31. LEASE BINDING ON HEIRS, ETC. All covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlords and Tenant.

32. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlords and Tenant and all understandings and agreements between Landlords and Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlords and Tenant.

IN WITNESS WHEREOF the Landlords and Tenant have caused this lease to be duly executed and sealed, as of the day and year first above written.

Witness:

ATTEST:


Assistant Secretary

LANDLORDS
SOUTHBROOK VILLAGE SHOPPING CENTER, LTD.

By: _____
Ernest Joseph, General Partner

TENANT
FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: 
Senior Vice President

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STATE OF _____

NOTARY

COUNTY OF _____

I, _____, a Notary Public in and for the
aforesaid State and County, do hereby certify

that _____, personally appeared before me this day
and that by the authority duly given and on behalf of Southbrook Village
Shopping Center, Ltd., acknowledged the foregoing instrument was signed and
executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the _____ day
of _____, 1991.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Phyllis C. Falcone, a Notary Public in and for the

aforesaid State and County, do hereby certify that GEORGE R. MAHONEY, JR. and
JANICE B. BURRIS, Sr. Vice President and Assistant Secretary respectively of
FAMILY DOLLAR STORES OF CLANTON, ALA., INC. personally appeared before me this
day and that by the authority duly given and as the act of the corporation
acknowledged the foregoing instrument was signed and executed by them for the
purposes therein expressed.

WITNESS my hand and notarial seal this the 27th day of August, 1991.

Phyllis C. Falcone
Notary Public

My Commission Expires:

May 9, 1992

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